



Request for Proposal

Solicitation #: 285210

Revision #: 2

Date Issued: December 29, 2015

Issued To:

POTENTIAL OFFEROR

This Request for Proposal (RFP) is issued under the authority of the Department of Energy Prime Contract DE-AC06-09RL14728.

This RFP is issued by:

Mission Support Alliance, LLC
P.O. Box 650
Richland, WA 99352

Contract Specialist:
Hilary Jamison
H7-08
509-376-0252
Hilary_C_Jamison@rl.gov

Proposals are to be prepared in accordance with the instructions and conditions set forth herein. Proposals are to be received by the close of business **(4:00 P.M., PST) on January 4, 2016** to the address shown above, attention to the Contract Specialist identified above.

All questions are to be directed to the Contract Specialist identified above. All proposals are subject to the terms and conditions set forth herein. Any exceptions, deviations, or omissions may be grounds for rejection of proposals submitted.



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AA.0 Solicitation

AA.1 North American Industry Classification System (NAICS) Code and Size Standard

(A01) Rev 002 3/1/2011

The Buyer has determined that North American Industry Classification System (NAICS) Code **611430** applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is **\$11.0M**.

If this solicitation is designated as a small business set-aside, the Offeror certifies that they are a small business by submitting a proposal or an offer to this solicitation.

AA.2 Required Price Support Information

(A15) Rev. 2 12/04/2013

The Subcontractor is required to submit information sufficient to determine that the prices or costs being charged are fair and reasonable. Such information may include pricing, sales, or cost information that is pertinent to establishing the pricing or costs being charged.

Certified cost or pricing data need not be submitted when:

1. When pricing is controlled, by law or regulation, by periodic rulings, reviews, or similar actions of a governmental body.
 - a. To qualify for this exemption, Subcontractor will need to submit the controlling document establishing the price offered.
2. Commercial* items as defined in [FAR 2.101](#).
 - a. To qualify for this exemption, Subcontractor will need to submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price of this acquisition. Such information may include:
 - i. For catalog items - a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or Lower Tier Subcontractor;



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- Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
 - ii. For market-priced items - the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
 - iii. For items included on an active Federal Supply Service Multiple Award Schedule contract - a copy of the appropriate pages for the offered items, Schedule cover page, terms and conditions, unless already on file with the contracting office.
3. Additional supporting information, to the extent necessary to determine whether the price is fair and reasonable.

The Subcontractor grants the Buyer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify the reasonableness of the price. For items priced using catalog or market prices, or law and regulation, access does not extend to cost or profit information or other data relevant solely to the Subcontractor's determination of the prices to be offered in the catalog or marketplace.

AA.3 Proposal Submittal

(A37) Rev. 0 03/14/2011

1. Proposals are to be received by the close of business (4:00 P.M., PST) on the date specified in the Solicitation.
2. Other Proposal Methods

Proposals, upon approval by Contract Specialist, may be submitted by E-mail (preferred), telephone, fax, mail, or hand delivered. The original proposal form and certifications must be sent to the Contract Specialist when requested as confirmation.

3. Late Proposals

A proposal is considered late if it is received at the office designated in the solicitation after the exact time and date specified for receipt and will not be considered unless:

- a. It was sent by registered or certified mail no later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in



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response to a Solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier); or

- b. It was sent by mail, telephone, or fax, if authorized by the Contract Specialist, and it is determined that the late receipt was due solely to mishandling upon receipt; or
- c. It is the only proposal received.

4. Proposal Changes

Any modification of a proposal, including the Contract Specialist's request for "Best and Final Offer," is subject to the same conditions as in the "Late Proposals" section above.

5. Withdrawal of Proposals

Proposals may be withdrawn by written or electronic notice to the Buyer at any time prior to award. A Subcontractor, or its authorized representative, may withdraw proposals in person, provided their identity is made known and they sign a receipt for the proposal.

AA.4 Financial Capability Determination

(A39) Rev. 0 03/14/2011

Prior to Award, the Buyer reserves the right to request any or all Offerors to submit data which will be used to make a determination of financial capability to perform on any resultant Subcontract. Such data may include, however not be limited to, current annual reports, lines of credit with financial institutions and suppliers, and/or any other such data as may be required to make a determination of the Subcontractor's financial capabilities.

AA.5 Basis of Award – Best Value

(A86) Rev.1 2/28/2013

Award may be made to the Offeror submitting the best proposal in which both cost/price and other specifically defined factors will be the basis of award. See evaluation criteria under Section A.6 - Information Required for Evaluation/Evaluation Criteria.

AA.6 Information Required for Technical Evaluation

REVISED

(A33) Rev. 0 01/27/2010

Offeror must provide all information requested in this RFP and Statement of Work (SOW) when proposal is turned in or proposal will be deemed non-responsive.



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All of the below factors will be the Best Value criteria used to determinate award. Offeror will need to respond to each criteria.

Instructor(s) Experience:

Instructor(s) proposed by Offeror must have a minimum of two (2) years of experience teaching all of the courses listed in Section 3.1 of the statement of work.

Course Approvals:

~~All courses identified in Offeror's proposal must approved by the State of Washington (or a letter from the owner of the course materials stating that the Offeror will be able to use this material for the duration of the subcontract) at the time that the Offeror sends in the proposal.~~

Course Materials: Rev 1

~~All course materials must be submitted with the proposal for review and approval by the Buyer Technical Representative (BTR) and a letter from the owner of the course materials that states that the Offeror will be able to use this material for the duration of the subcontract.~~

Course Materials: Rev 2

The Offeror shall submit with its proposal outlines of all course materials required by the Statement of Work that are not already in MSA's possession. These outlines will be reviewed and approved by the Buyer Technical Representative (BTR). If the course materials are not already owned by the Offeror, the Offeror shall also include with its proposal a letter from the owner of the course materials that grants the Offeror permission to use the materials for the duration of the subcontract.

Technical Capability:

The Offeror shall describe its understanding of the Statement of Work (SOW) and capability to meet the RFP functional and technical requirements and objectives.

Similar Experience and Past Performance:

Experience is evaluated on the breadth of experience similar to the RFP SOW, while Past Performance is evaluated on the quality of delivered performance during the last two (2) years. MSA will evaluate the Offeror's prior experience with focus on similarities to the Statement of Work. MSA will evaluate Past Performance relative to how well the Offeror performed the work.



REQUEST FOR PROPOSAL NO: 285210**AA.7 Firm Fixed Unit Rate Schedule**

(A99) Rev. 0 4/12/2011

The Firm Fixed Unit Rates proposed below are for Work performed in accordance with this Subcontract. All rates in the Firm Fixed Unit Rate Pricing Schedule shall be firm and fixed during the period of performance of the Subcontract. There is no overtime premium notwithstanding the number of hours worked during the day.

PLEASE PROVIDE RATES FOR BASE YEAR AND ALL SUBSEQUENT OPTION YEARS

COURSE	COURSE #	Firm Fixed Unit Price Per Student
Module 3 – Basic Radioactive Materials Transportation Training	020059	
Module 1 – Basic Hazardous Materials Transportation Training	020064	
Advanced Hazardous Materials Shipper Certification Training	020067	
Module 2 – Basic Hazardous Waste Transportation Training	020068	
Advanced Radioactive Materials Shipper Certification Training	020069	
General Packaging Requirements for the Transport of Hazardous Materials	020073	
Hazardous Material General Awareness Transportation Training	020075	
Hazardous Materials Drivers Training	020077	
Advanced Mixed Waste Shipper Certification Training	020078	



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IATA: Transport of Dangerous Goods by Air Shipper Certification Training – Domestic	020079	
Vehicle Inspection for Traffic Personnel	020081	
Federal Motor Carrier Safety Regulations for Drivers	020083	
Federal Motor Carriers Safety Regulations for Managers and Supervisors	020084	
Highway Route Controlled Quantity Training for Drivers	020091	
Reasonable Suspicion Training for Supervisors	020098	
Fire Extinguisher Training for Remediation and Well Services Group	020113	
Radioactive Material Packaging Training	020158	
Advanced Hazardous Waste Shipper Certification Training	020159	
IATA: Transport of Dangerous Goods by Air Shipper Certification Training	020279	
Explosives Training for Shippers	020382	
Hazardous Materials General Awareness Transportation Training – CBT	02C075	
Federal Motor Carrier Safety Regulations for Managers and Supervisors – CBT	02C084	
Load Securement for Drivers and Traffic Personnel	050411	



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AA.8 Conflict of Interest Disclosure and Representation

(A102) Rev. 1 5/01/2014

It is the Buyer's policy to avoid situations, which place a Subcontractor in a position wherein it may not be able to compete on an equal basis for Buyer-controlled work with other qualified contractors. To address this matter, the Subcontractor is to consider the relevant circumstances surrounding this effort to determine if there are any past, present or future interests (financial, contractual, organizational or personal) that could be viewed as a conflict of interest. The Subcontractor is to insert the following statement into any proposal response to MSA:

Subcontractor hereby certifies that ☐ there is not or ☐ there is a potential conflict of interest. If there are any real or potential concerns, they shall be disclosed and highlighted in the Subcontractor's proposal. Any such disclosure may result in the need for additional discussions relative to the Subcontractor's continued participation in this effort.

A.0 Award Notification

(A95) Rev. 0 3/14/2011

The Subcontractor is hereby notified that effective on **TBD**, the Subcontractor is awarded a **Firm-Fixed Unit Price** Subcontract for the delivery/performance of the item(s) and/or service(s) in accordance with all the requirements and conditions set forth or by reference attached herein in an amount of **\$TBD**. The Subcontractor shall not exceed this amount without specific written authorization from the Contract Specialist.

B.0 QA / Inspection Requirements – NOT APPLICABLE

C.0 Description/Statement of Work

See Section J – Statement of Work.

D.0 Transportation Instructions – NOT APPLICABLE

E.0 Schedule – NOT APPLICABLE

F.0 Delivery/Performance

F.1 Term of Subcontract

(F08) Rev. 0 3/14/2011

The term of this Subcontract shall commence on **February 1, 2016** and shall end on **September 30, 2018**, unless extended by the parties or terminated by other provisions of this Subcontract.



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G.0 Subcontract Administration

G.1 Estimated Billing

(G02) Rev. 0 3/14/2011

It is mandatory for continued acceptable performance that the Subcontractor provides monthly, to Mission Support Alliance Accounts Payable, the best estimate of the total billable cost (invoiced plus invoiceable) from inception of the Subcontract through the current calendar month end. This information must be provided in writing by email (preferred), fax, or mail by the 15th of each month. This data must be provided for each Subcontract release until all payments are received and the Subcontract is complete.

Email: msa_accruals@rl.gov

Fax: (509) 373-6264

Mailing Address:

Mission Support Alliance, LLC.

Attn: Accruals MSIN G1-80

P.O. Box 650

Richland, WA 99352

G.2 The Monthly Subcontract-to-Date Cost Estimate Form can be obtained at:
<http://www.hanford.gov/pmm/page.cfm/AP>

G.3 Authorized Personnel

(G03) Rev. 0 1/28/2010

Only the following named individuals are authorized to make changes to this Subcontract or Purchase Order:

Contract Specialist, Hilary Jamison, 509-376-7348, Hilary_C_Jamison@rl.gov

Interim Team Lead, Claire Neville, 509-376-4113, Claire_L_Neville@rl.gov.

G.4 Electronic Mail Capability

(G11) Rev. 0 3/14/2011

The Subcontractor shall have internet access and maintain electronic mail capability for the duration of the Subcontract. The Subcontractor email account shall be able to send and receive attached documents of up to 1/2 megabyte in size. Correspondence concerning this Subcontract



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will be conducted via email in current versions of Microsoft Office applications, ASCII text, RTF, PDF, ZIP, and other commonly used file formats.

G.5 Closeout Certification

(G19) Rev. 1 5/23/2013

Subcontractor shall properly execute and mail to the Buyer a final release, in a format acceptable to the Buyer, within sixty working days from the last date services are provided hereunder and/or the date of the last shipment made hereunder. Final payment will not be made until a final release is signed and received by the Buyer.

Final Release is located at http://www.hanford.gov/pmm/files.cfm/Final_Release_MSA.pdf.

G.6 Subcontractor Invoices for Subcontracts

(G044) Rev. 0 2/27/2012

The following process shall be used on invoices submitted to Mission Support Alliance. Unauthorized deviations from these instructions *may* result in delayed payment or returned invoices.

Invoice Submittal Requirements:

- Submittal of an invoice constitutes Subcontractor's certification that materials, work, and/or services have been delivered, and invoice rates are in accordance with the Subcontract provisions.
 - Invoices for services may not be submitted more than once per calendar month unless otherwise authorized in the Subcontract.
 - The total amount due for the billing period must be clearly identified on all invoices (this amount should be set apart from any cumulative amounts or subtotals included on the invoice).
 - The Subcontractor shall indicate the labor rate, number of hours, and period of performance being billed on each invoice, when applicable.
 - Invoiced rates, travel, or other direct charges must be specifically defined in the Subcontract to be allowable for reimbursement.
 - Travel expenses (if authorized) must be itemized and supported with receipts in accordance with the requirements set forth under the clause titled, "Reimbursement of Travel Expenses," or as otherwise stated within the Subcontract.



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- All invoices shall be submitted electronically to Accounts Payable (msa_invoices@rl.gov) unless otherwise stated by the Contract Specialist. Please *do not* submit hard copies unless requested by Buyer.
- Each Subcontract and releases must be invoiced separately.
 - The Subcontractor name, invoice number, and the Subcontract and release numbers must be shown in the subject line of the e-mail message used to submit an electronic invoice. The suggested format for the subject line is: Subcontractor Name, Invoice XXXXX, and Subcontract XXXXX-X (i.e. 47825 - Release 20).
 - Each invoice must have a unique invoice number.
 - Each invoice should include the name and telephone number of a company representative available to respond to invoice questions.
 - Remittance will only be made to the remittance address on file for the Subcontractor. Invoices from third parties or with different remittance instructions or addresses will not be processed.
 - Questions or requests for exceptions should be addressed to the Contract Specialist.
 - Before payments can be made via Electronic Funds Transfer (EFT), an “Authorization for Electronic Funds Transfer of Invoice Payments” form must be completed and returned to Buyer. The form is located at: <http://www.hanford.gov/pmm/files.cfm/eft.pdf>. **NOTE:** The original form with signature and date shall be mailed to the address at the bottom of the form. Copies of the form that have been e-mailed or faxed will not be accepted.

G.7 Terms of Payment

(G047) Rev. 0 7/14/2014

Payment terms are net 30 days, unless otherwise agreed upon in writing, upon satisfactory receipt of goods or provision of services and receipt of an accurate invoice.

H.0 Special Requirements

H.1 Facility Closure Notice - Holiday and Work Schedules

(H22) Rev. 1 10/22/2014

NOTICE: Daily work schedules and facility operations are **NOT** consistent on the Hanford Site. Many organizations and facilities **observe Friday closures**.



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Accordingly, BEFORE scheduling deliveries or site work, the Subcontractor shall make specific schedule arrangements with the Contract Specialist, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, or other cognizant Mission Support Alliance organization.

The Buyer will not be liable for the cost of any delays, demurrage, layovers, extra travel days, etc., which result from Subcontractor's failure to obtain a specific delivery or work schedule in advance.

H.2 Key Personnel

(H23) Rev. 0 3/14/2011

Subcontractor agrees those individuals determined to be key individuals will not be reassigned without the written agreement of the Buyer. If any of these individuals are unavailable for assignment for work under this Subcontract, the Subcontractor, with written approval from the Buyer, shall replace such individual with an individual equal in abilities and qualifications.

The following named individuals have been determined to be key personnel assigned to the performance of this Subcontract: **TBD**

H.3 Service Contract Act of 1965

(H27) Rev. 4 2/24/2014

This Subcontract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA) as specified in [FAR 22.10](#). The Subcontractor will ensure that their employees are properly classified in accordance with the SCA for the work assigned and for the entire duration of this Subcontract. The Subcontractor shall pay service employees employed in the performance of this Subcontract no less than the minimum wage, and furnish fringe benefits in accordance with the appropriate job classification per the applicable Wage Determination.

The Buyer may unilaterally modify this Subcontract to incorporate revised Wage Determinations during the term of this Subcontract. If a Wage Determination (or revision) is incorporated after award and the Subcontractor has to adjust rates payable to employees covered by the SCA in order to comply with the revised minimum wages and fringe benefits, the Subcontractor may request an equitable adjustment in accordance with the SCA and other provisions of this Subcontract.

Blanket Wage Determination (BWD) 05-2569, is applicable to work performed under this Subcontract on the Hanford Site and adjacent areas by service occupations identified in the BWD. Service occupations that will be used in performance of this Subcontract at another location or that are not listed in the BWD must be specifically identified herein along with an applicable wage determination.



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A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at <http://www.dol.gov/compliance/laws/comp-sca.htm>.

H.4 Limitation of Funds

(H29) Rev. 0 3/14/2011

1. Although the parties have negotiated the ceiling price of a not-to-exceed amount of **\$TBD** for this Subcontract, it is understood that sufficient funds for the full scope of the work are not presently available. It is anticipated that additional funds will be obligated to this Subcontract until the total estimated price of said Subcontract is reached.
2. The Subcontract specifies the amount presently available for payment, the items covered, and the period of performance the amount will cover. The Subcontractor agrees to perform (or have performed work) on the Subcontract up to the point at which the total amount paid and payable under the Subcontract approximates but does not exceed, the total amount actually allotted on the Subcontract.
3. The Subcontractor shall notify the Contract Specialist in writing whenever the total costs it expects to incur under this Subcontract in the next 30 days will exceed 85 percent of the total amount allotted to this Subcontract. The notice shall state the estimated date when such amount will be reached, and the estimated amount of additional funds required for continuing performance for the period specified in the schedule. If, after such notification, additional funds are not obligated by the end of estimated reach date or by an another agreed upon date, the Buyer shall, upon Subcontractor's written request, terminate this Subcontract on the performance end date or the date set forth in the request, whichever is later, and pursuant to the provisions of the Termination clause of this Subcontract.
4. Except as provided by other provisions of this Subcontract, the following are stated to be exceptions to this clause:
 - a. The Buyer is not obligated to reimburse the Subcontractor for costs incurred in excess of the total amount allotted to this Subcontract; and
 - b. The Subcontractor is not obligated to continue performance under this Subcontract (including actions under the termination clause) or otherwise incur costs in excess of the allotted amount of this Subcontract, until the Buyer notifies the Subcontractor in writing that the amount has been increased and specifies the revised total allotted amount.
5. No notice, communication, or representation in any form or by anyone other than the Contract Specialist, shall affect the allotted amount of this Subcontract. In the absence of the Subcontractor's notification (paragraph 3 above), the Buyer is not obligated to



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reimburse the Subcontractor for any costs in excess of the total amount allotted to this Subcontract whether incurred during the course of performance period, a termination, or result of an audit.

6. Any costs the Subcontractor incurs before a modification shall be allowable to the same extent as if incurred afterward, unless this Subcontract was terminated.
7. Change orders shall not be considered an authorization to exceed the allotted amount specified in the schedule, unless they result in a modification to the Subcontract
8. If the Buyer does not allot sufficient funds to allow completion of the work, the Subcontractor is entitled to a percentage of the fee specified in this Subcontract equaling the percentage of work completed.

H.5 Inspection of Services

(H37) Rev. 0 3/14/2011

1. Definitions. "Services," as used in this clause, includes services performed and when applicable, materials furnished or utilized in the performance of services.
2. Subcontractor shall provide and maintain an internal quality control/inspection system covering the services performed under this Subcontract that is acceptable to the Buyer. However, Buyer acceptance does not relieve the Subcontractor in any way for full performance responsibility.
3. Complete records of all inspections performed by Subcontractor on work related to the requirements of this Subcontract shall be maintained and made available to the Buyer during Subcontract performance, and for as long afterwards as is required by the DEAR clause 970.5204-9 (modified) of the General Provisions of this Subcontract.
4. The Buyer reserves the right to inspect and test all services called for by the Subcontract, to the extent practicable, at all times and places during the term of the Subcontract. This right shall extend to any of Subcontractor's sub-tier subcontractors whose work applies directly to this Subcontract. Subcontractor shall make such provisions as necessary in its contracts and sub-tier subcontracts to ensure the preservation of this right. The Buyer shall perform inspections and tests in a manner that will not unduly delay the work.
5. If the Buyer performs inspections or tests on Subcontractor's premises or those of Subcontractor's sub-tier subcontractor(s), Subcontractor shall furnish, and shall require its sub-tier subcontractors and suppliers to furnish without additional charge, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.



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6. If any of the services provided by Subcontractor do not conform to Subcontract requirements, the Buyer may require Subcontractor to perform the services again in conformity with Subcontract requirements with no increase in Subcontract price. When defects in services cannot be corrected by re-performance, the Buyer may: (1) require Subcontractor to take necessary action to ensure that future performance conforms to contractual requirements and (2) reduce the Subcontract price to reflect the reduced value of the services performed.
7. If Subcontractor again fails to promptly perform the services or to take necessary action to ensure that future performance is in conformity with contractual requirements, the Buyer may: (1) by Subcontract or otherwise, perform the services and charge Subcontractor any cost incurred by the Buyer that is directly related to the performance of such service or (2) terminate this Subcontract for default in accordance with the clause entitled "Termination for Default" of the General Provisions of this Subcontract.

H.6 Designation of Technical Representative

(H38) Rev. 0 3/14/2011

The Contract Specialist hereby designates the following as the Buyer's Technical Representative, (BTR) for this Subcontract: Calvin Dudney, 509-376-4571, Calvin_E_Dudney@rl.gov.

The BTR is responsible for monitoring and providing technical guidance for this Subcontract and should be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate surveillance of the Subcontractor's representative while on site. However, in no event will an understanding, agreement, modification, change order, or any deviation from the terms of this Subcontract be effective or binding upon the Buyer unless formalized by proper contractual documents executed by the Contract Specialist prior to completion of this Subcontract.

On all matters that pertain to Subcontract terms, the Subcontractor shall contact the Contract Specialist specified within this Subcontract. When in the opinion of the Subcontractor, the BTR requests or directs efforts outside the existing scope of the Subcontract; the Subcontractor shall promptly notify the Contract Specialist in writing. **The BTR does not possess any explicit, apparent or implied authority to modify the Subcontract.** No action should be taken until the Contract Specialist makes a determination and modifies the Subcontract in writing.

H.7 Travel Outside Work Base

(H62) Rev. 0 3/14/2011

Travel away from the work base is not required or authorized by this Subcontract.



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H.8 Environmental, Safety and Health

(H101) Rev 1 7/31/2014

All work performed on the Hanford site shall be accomplished safely in accordance with all applicable Environmental, Safety and Health Requirements. See Special Provision – On-Site Services.

Based on a review of the work scope for this Subcontract, the Buyer has determined that this Subcontract merits increased attention to safety performance. Accordingly, Subcontractor is required to apply the guiding principles and core function of ISMS as referred to in the Special Provisions.

The Subcontractor shall submit the safety documentation, submittals, and/or safety plan specified by the Buyer in the Subcontract, Statement of Work, before performing any work on site (unless specifically waived by Buyer).

H.9 Non-Disclosure and Intellectual Property Agreement for Individual Subcontractors

(H122) Rev. 2 4/7/2015

This Subcontract is subject to the provisions of the [Non-Disclosure Agreement \(NDA\)](#) and [Intellectual Property \(IP\) Agreement](#). The Subcontractor shall complete the form and submit it to the designated Contract Specialist for any Subcontractor individual who will be performing work under this Subcontract.

I.0 Terms and Conditions

The terms and conditions set forth or referenced in the body of this document by the Buyer shall apply and the Buyer objects to and shall not be bound by any additional or different terms and conditions.

I.1 Limitation of Liability - Services

(I36) Rev. 0 3/14/2011

1. Subcontractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Buyer acceptance of services performed under this Subcontract and (2) results from any defects or deficiencies in the services performed or materials furnished except as provided in paragraphs 2 and 3 below, and except to the extent that the Subcontractor is expressly responsible under this Subcontract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services).



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2. The limitation of liability under paragraph 1 above shall not apply when a defect or deficiency in, or the Buyer's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Subcontractor's managerial personnel. The term "Subcontractor's Managerial Personnel," as used in this clause, means the Subcontractor's directors, officers, and any of the Subcontractor's managers, superintendents, or equivalent representatives who have supervision or direction of:
 - a. All or substantially all of the Subcontractor's business;
 - b. All or substantially all of the Subcontractor's operations at any one plant, laboratory, or separate location at which the Subcontract is being performed; or
 - c. A separate and complete major industrial operation connected with the performance of the Subcontract.
3. If the Subcontractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government or the Buyer through the Subcontractor's performance of services or furnishing of material under this Subcontract, the Subcontractor shall be liable to the Government or the Buyer, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Buyer's acceptance of, and resulting from any defects and deficiencies, in services performed or materials furnished under this Subcontract.
4. The Subcontractor shall include this clause, including this paragraph, supplemented as necessary to reflect the relationship of the Subcontracting parties, in all lower-tier Subcontracts over \$25,000.00.

I.2 General Provisions – Commercial

(Revision 03, July 23, 2015)

<http://www.hanford.gov/pmm/page.cfm/Provisions>

I.3 Special Provisions – On-Site (Formerly SP-5)

(Revision 01, December 15, 2014)

<http://www.hanford.gov/pmm/page.cfm/Provisions>

J.0 List of Attachments

J.1 Statement of Work (SOW)



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The attached Statement of Work: **MSA CMV Drivers in Training**, Dated: October 8, 2015 Revision: 0 identifies the scope and performance expectations of the Subcontract. The SOW is incorporated into and made a part of this Subcontract along with all of the other clauses and terms identified herein.

K.0 Signatures - RESERVED

L.0 Representations and Certifications

L.1 Certification Regarding Substance Abuse at DOE Sites

(L14) Rev. 0 3/14/2011

This Subcontract awarded is subject to the policies, criteria, and procedures of 10 CFR Part 707, "Workplace Substance Abuse Programs at DOE Sites."

Offeror certifies and agrees that it will provide to the Buyer its written workplace substance abuse program consistent with the requirements of 10 CFR Part 707 upon request.

In addition to other remedies available to Buyer or to the DOE in lieu of the Buyer, this certification concerns a matter within the jurisdiction of an agency of the United States and making false, fictitious, or fraudulent statements may render the maker subject to prosecution under Title 18, U.S.C., Section 1001.

L.2 Subcontractor Acknowledgement of Federal Online Representations and Certifications

(L16) Rev. 2 9/07/2012

Mission Support Alliance, LLC ("MSA"), relies upon Subcontractor's current representations and certifications within a Federal web-based system that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations. Effective August 2012, that Federal system is now System for Award Management (SAM) at www.sam.gov.

By submitting a proposal to MSA in response to this solicitation, the Subcontractor is certifying that:

1. The representation and certification information within SAM is still current;
2. All statements and explanatory documentation submitted is current and accurate;
3. Signer is authorized to represent the Subcontractor in all matters related to pricing, terms and conditions, and conduct of business;



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4. Subcontractor complies with all requirements of State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities;
5. All Subcontractor employees who may work on MSA's premises or on the Hanford Site are not under the influence of controlled substances, drugs or alcohol. Subcontractor agrees to testing of assigned employees under the MSA's program for controlled substances;
6. Subcontractor's information in the MSA's registration system is current (no more than 12 months old); and
7. Subcontractor will update SAM on an annual basis.